

## TERMS AND CONDITIONS OF SALE

**1. Agreement.** These Terms and Conditions of Sale, together with any other document(s) that MEDIVATORS Inc. ("MEDIVATORS") has attached hereto or executed that specifically reference these Terms and Conditions of Sale (such as a Purchase Order Confirmation, Quotation, Proposal, Standing Order, Credit Application, or Letter of Authorization) (collectively, "Agreement") constitute the entire binding agreement between MEDIVATORS and you ("Buyer") regarding the purchase, use, and/or resale of products, services, and support from MEDIVATORS (collectively, "Products") and supersede all other agreements and understandings, whether written or oral, between the parties. This Agreement will apply whether Buyer is an end-user or a distributor of the Products, although certain terms and conditions herein will be applicable only to certain Buyers by its context. Notwithstanding anything to the contrary, whether executing a Purchase Order, Quotation, Proposal, Standing Order, or Letter of Authorization or by accepting delivery of the Products, Buyer agrees to be bound by and accept the terms and conditions contained in this Agreement. No additions, conditions, amendments, alterations, or modifications by Buyer or any other person, whether oral or contained in any other documents submitted from Buyer to MEDIVATORS will be binding on MEDIVATORS, regardless of MEDIVATORS failure to object or MEDIVATORS shipment of Products, unless otherwise agreed to in writing and signed by MEDIVATORS. These terms and conditions may be updated or amended from time to time by MEDIVATORS, a copy of which will be available for review at <http://www.medivators.com/customer-support/customer-service>. THIS AGREEMENT WILL APPLY UNLESS BUYER HAS A SEPARATE WRITTEN AGREEMENT WITH MEDIVATORS THAT EXPRESSLY REPLACES THIS AGREEMENT.

**2. Price.** All prices exclude applicable United States federal, state, and local taxes as well as any applicable foreign taxes, which will be the responsibility of Buyer and unless Buyer is exempt therefrom and MEDIVATORS has received proper documentation therefor, such taxes will be added to the price of the Product or billed separately to Buyer where MEDIVATORS has the legal obligation to collect the taxes.

**3. Payment Terms.** Provided that Buyer meets MEDIVATORS credit requirements, payment will be due net thirty (30) days after the date of MEDIVATORS invoice, unless otherwise agreed in writing. All payments must be made in U.S. Dollars. MEDIVATORS reserves the right to charge at any time a monthly service charge of one percent (1%) or the highest rate allowed by law, whichever is lower, on accounts that are not paid when due, effective as of the first day after the due date. If Buyer fails to fulfill the terms of payment or does not meet MEDIVATORS continuing credit requirements, MEDIVATORS will have the option to do one or more of the following: (i) decline to accept orders or fulfill pending orders; (ii) require all pending and future orders to be on a prepaid basis; (iii) delay any shipment until payment is received by MEDIVATORS or further assurances asked for by MEDIVATORS are received; (iv) declare all outstanding sums immediately due and payable; or (v) require payment for all Products delivered hereunder to be made by irrevocable letter of credit in a form approved by MEDIVATORS. Nothing contained herein will release Buyer from any previous obligation. Buyer will be liable to MEDIVATORS for all costs incurred by MEDIVATORS in its collection of any amounts owing by Buyer which are not paid when due, including collection agencies' and attorneys' fees and expenses, regardless of whether a lawsuit is commenced. All orders are subject to current credit approval. From time to time, MEDIVATORS may review Buyer's creditworthiness. Buyer agrees to provide MEDIVATORS with all credit information reasonably requested, and Buyer represents and warrants to MEDIVATORS now, and each time Buyer places an order, that all information Buyer has provided is true and correct.

**4. Security for Payment of Purchase Price.** To secure payment of amounts payable by Buyer to MEDIVATORS with respect to the Products, Buyer hereby grants to MEDIVATORS a continuing purchase money security interest and lien on the Products, whenever sold, consigned, or delivered and wherever located, and all replacements or proceeds of the Products, until the invoice for the applicable Products is paid in full, including payment of any late charges and costs of collection. Buyer grants MEDIVATORS a limited power of attorney, coupled with an interest, to execute financing statements and other documents or to take any other action in the name of Buyer necessary to perfect the security interest granted herein. Upon

MEDIVATORS request, Buyer will execute such other or additional documents as may be necessary for the enforcement or protection of MEDIVATORS security interest granted herein.

**5. Force Majeure.** Neither party assume liability or will be liable to the other party for any failure or any delay in fulfilling its obligations hereunder caused, in whole or in part, directly or indirectly, by fires, natural disasters, strikes, shortages of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargoes, government orders or directives, terrorist activities, or any other circumstance beyond the reasonable control of such party. MEDIVATORS may at its option suspend deliveries while such event or circumstance continues, apportion available inventory between its customers as it determines, or terminate this Agreement with immediate effect by written notice to Buyer.

**6. Delivery Terms; Title.** Unless otherwise agreed by MEDIVATORS in writing, all shipments to points in the U.S. will be delivered by MEDIVATORS FOB MEDIVATORS facility and all shipments to points outside the U.S. will be delivered by MEDIVATORS FCA MEDIVATORS facility (as such term is defined in Incoterms 2010); provided, however, that unless Buyer advises MEDIVATORS that it will arrange and take responsibility for shipment of Products from MEDIVATORS facility, MEDIVATORS will arrange for its freight forwarder and/or carrier(s) to transport the Products to Buyer's specified location. Title to and risk of loss or damage for all Products will pass to Buyer upon MEDIVATORS delivery of the Products to the carrier. In all cases of damage and/or loss to Products in transit, Buyer will be responsible for making claim(s) against the carrier; provided, however, that MEDIVATORS will provide reasonable assistance with damage and/or loss claims. Loss or damage will not relieve Buyer of any obligations for payment or obligations in this Agreement. Delivery dates provided by MEDIVATORS are estimates only. Shipping, freight, handling, and insurance charges are the sole responsibility of Buyer and will be "pre-paid and add" or otherwise invoiced to Buyer.

**7. Inspection/Acceptance; Installation; Returns.** Buyer must inspect delivered Products and report claims for defects, damages, or shortages which are discoverable on a visual inspection in writing within ten (10) days of delivery or the Products will be deemed irrevocably accepted and such claims will be deemed waived. However, shipping damage claims must be made by Buyer directly with the shipping company in accordance with such company's policies, which generally require such claims to be made prior to the time the carrier of the Products leaves the delivery destination. Buyer will advise MEDIVATORS of such claims. Buyer will be solely responsible for installation and servicing of the Products (except to the extent Buyer purchases such services from MEDIVATORS). In the event Buyer engages MEDIVATORS to provide installation services, Buyer is responsible for all reasonable expenses incurred related to such installation. The terms and conditions for returning any Products purchased from MEDIVATORS will be those contained in MEDIVATORS Returned Material Authorization Policy ("RMA") in effect as of the date of shipment of the Products to Buyer.

**8. Changes.** After acceptance by MEDIVATORS, Buyer's order will not be subject to cancellation or reduction in any amount without MEDIVATORS written consent. Any other changes to an order requested by Buyer will require the prior written approval of MEDIVATORS, which approval may be subject to price adjustments as determined on a case-by-case basis.

**9. Medical Devices.** If any of the Products are medical devices, Buyer acknowledges that it is familiar with the U.S. Safe Medical Devices Act of 1990 (the "Devices Act") and the reporting obligations imposed on device users thereunder. In this regard, Buyer agrees to notify MEDIVATORS within ten (10) days of the occurrence of any event identified in the Devices Act imposing a reporting obligation on Buyer and/or MEDIVATORS (except for events representing an imminent hazard that require notification to the United States Food and Drug Administration (the "FDA") within seventy-two (72) hours (or such shorter time as required by law), in which case, such notice will be delivered to the FDA and MEDIVATORS within said period). Buyer will maintain adequate tracking for the Products to enable MEDIVATORS to meet the FDA requirements applicable to the tracking of medical devices.

**10. Limited Warranty.** MEDIVATORS MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN ITS NEW PRODUCT LIMITED WARRANTY SET FORTH ON THE MEDIVATORS WEBSITE AT <http://www.medivators.com/warrantystatement>. MEDIVATORS HAS THE RIGHT TO MODIFY ITS NEW PRODUCT LIMITED WARRANTY FROM TIME TO TIME IN ITS SOLE DISCRETION; HOWEVER, THE WARRANTY IN EXISTENCE ON THE DATE OF A PURCHASE ORDER WILL BE THE WARRANTY THAT APPLIES TO THE PRODUCT ACQUIRED UNDER SUCH PURCHASE ORDER. ANY SUCH MODIFIED NEW PRODUCT LIMITED WARRANTY WILL BE SET FORTH ON THE MEDIVATORS WEBSITE. MEDIVATORS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS WARRANTIES ARISING FROM COURSE OF DEALING AND USAGE OF TRADE, AND MEDIVATORS DOES NOT REPRESENT OR WARRANT THAT ANY PRODUCT WILL MEET BUYER'S REQUIREMENTS. MEDIVATORS will have no warranty obligation whatsoever with respect to any damage to a Product caused by or associated with: (i) external causes, including, without limitation, accident, vandalism, natural disaster, acts-of-God, power failure, or electric power surges; (ii) abuse, misuse, or neglect of the Product or use of unauthorized third party filters or other consumables and accessories or chemistries that have not been validated by MEDIVATORS; (iii) usage not in accordance with Product instructions; (iv) failure to perform required preventive maintenance; or (v) servicing or repair not authorized by MEDIVATORS. Any oral or written statement concerning the Products inconsistent with the warranty set forth on the MEDIVATORS website will be of no force or effect. Any Products returned due to a defect will be subject to the RMA. MEDIVATORS SOLE LIABILITY under the warranty will be, at MEDIVATORS option, to either replace or repair the defective Product(s) or refund or credit the purchase price to Buyer.

**11. Limitation of Actions.** Any actions or claims by Buyer regarding the sale of Products by MEDIVATORS must be brought within twelve (12) months after the date of shipment of the Products by MEDIVATORS.

**12. Trademarks; Copyrights.** Other than the limited use permitted for distributors set forth in Section 29 below, Buyer may not use the MEDIVATORS name or any MEDIVATORS trademark, service mark, logo, or copyrighted work for any purpose.

**13. No License.** The sale of its Products by MEDIVATORS does not constitute a license, implied or otherwise, for the use of any patents or know-how of others, nor does it constitute a license, implied or otherwise, on patents or know-how of MEDIVATORS, except to the extent that the intended use of such Product by Buyer itself is covered by the claims of a MEDIVATORS patent.

**14. Confidential Information.** Except for information that Buyer demonstrates was in Buyer's possession prior to receipt from MEDIVATORS, Buyer agrees that all information of MEDIVATORS, whether written or oral, that is furnished by MEDIVATORS to Buyer concerning the business and affairs of MEDIVATORS or is learned by Buyer during discussions or communications between Buyer and MEDIVATORS, is proprietary to MEDIVATORS, and Buyer will hold such information in confidence and will not use or disclose such information without MEDIVATORS prior written consent, except for the fulfillment of this Agreement.

**15. Installment.** In the event any purchase of Products by Buyer is deemed or interpreted to be an installment contract, MEDIVATORS failure to deliver when due, or nonconformity of, any installment will not substantially impair the value of the overall contract as a whole and will not constitute a breach of contract.

**16. Limitation of Liabilities and Remedies.** UNDER NO CIRCUMSTANCES WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR, AND EACH PARTY HEREBY EXPRESSLY WAIVES, ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY DESCRIPTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING OUT

OF WARRANTY OR CONTRACT, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FORESEEABLE BUSINESS LOSSES, LOSS OF PROFITS, AND RELIANCE DAMAGES. BUYER AGREES THAT UNDER NO CIRCUMSTANCES WILL MEDIVATORS LIABILITY RELATING TO ITS SALE OF PRODUCTS TO BUYER FOR ANY CAUSE EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PARTICULAR PRODUCTS INVOLVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT WILL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

**17. Indemnity.** To the fullest extent permitted by law, Buyer will indemnify, defend, and hold harmless MEDIVATORS, including MEDIVATORS officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and assigns, from and against any claim, demand, cause of action, debt, liability, loss, fine, damage, or expense (including reasonable attorneys' or legal fees, expenses, and court costs) (collectively, "Liabilities") that relates to: (i) Buyer's modification of or addition to any Product(s); (ii) Buyer's breach of this Agreement; (iii) Buyer's gross negligence or willful misconduct; or (iv) damage to a third party by any Products distributed or resold by Buyer to the extent such claim is based on (a) Buyer's modification of or addition to the Products, misuse or abuse of the Products, or breach of any provision in this Agreement; (b) Buyer's failure to abide by all applicable laws, rules, regulations, and orders that affect the Products; (c) Buyer's gross negligence or willful misconduct; or (d) intentional harm to any person or property caused by Buyer. To the fullest extent permitted by law, MEDIVATORS will indemnify, defend, and hold harmless Buyer, including Buyer's officers, directors, agents, employees, subsidiaries, affiliates, parents, successors, and permitted assigns, from and against any Liabilities arising out of a third party claim (i) for bodily injury to or property damage to the extent caused by a defect in a Product manufactured by MEDIVATORS; (ii) to the extent caused by MEDIVATORS breach of this Agreement; or (iii) to the extent caused by MEDIVATORS gross negligence or willful misconduct. MEDIVATORS is not required to indemnify Buyer to the extent that any claim arises out of Buyer's gross negligence or willful misconduct or use of a Product by any person or entity other than in accordance with MEDIVATORS-approved Product labeling, including, without limitation, any restrictions on re-use of Products.

**18. Independent Contractors.** No provision of this Agreement will be deemed to create a partnership, joint venture, or other combination between MEDIVATORS and Buyer. Buyer and MEDIVATORS are independent contractors. Neither party will make any warranties or representations or assume any obligations on the other party's behalf. Neither party is or will claim to be a legal representative, partner, agent, or employee of the other party. Each party is responsible for the direction and compensation, and is liable for the actions of, its employees and subcontractors.

**19. Export.** Buyer acknowledges that the Products sold under this Agreement, and the transaction contemplated by this Agreement, which may include technology and software, are subject to United States customs and export control laws and regulations and may also be subject to the customs and export laws and regulations of the country in which the Products are received. Buyer acknowledges and agrees that it is Buyer's sole responsibility to comply with and abide by those laws and regulations as applicable. Further, Buyer acknowledges and agrees that under United States law, the Products shipped pursuant to this Agreement may not be sold, leased, or otherwise transferred to restricted countries, any person or entity on the Specially Designated Nationals and Blocked Persons List published by the Office of Foreign Assets Control of the U.S. Department of the Treasury, or utilized by restricted end-users or an end-user engaged in activities related to weapons of mass destruction, including, without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, or chemical or biological weapons.

**20. Headings.** The section headings used herein are for convenience of reference only and do not form a part of this Agreement, and no construction or inference will be derived therefrom.

**21. Language.** The parties confirm that it is their wish that this Agreement, as well as other documents relating to this Agreement, including all notices, have been and will be drawn up in the English language only.

**22. Governing Law/Venue.** This Agreement, any sales hereunder, and any claim, dispute, or controversy between Buyer and MEDIVATORS arising from or relating to this Agreement, its interpretation, or the breach, termination, or validity thereof, will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts-of-law rules. For all Buyers who are U.S. end-users or U.S. distributors, any and all disputes arising under this Agreement will be dealt with under the exclusive jurisdiction and exclusive venue of the federal or state courts located in Hennepin County, Minnesota, to the exclusion of all other courts. Each party expressly agrees to submit to the jurisdiction of such courts.

**23. Arbitration.** For all Buyers who are non-U.S. end-users or non-U.S. distributors, the parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or any sales hereunder, including any action in tort, contract, or otherwise, at equity or at law, and any claims of fraud in the inducement (a "Dispute"), will be resolved in the manner set forth in this Section. Either party may initiate negotiation proceedings by writing a letter to the other party setting forth the particulars of the Dispute, the terms of this Agreement that are involved and the suggested resolution of the Dispute. If the Dispute is not resolved within thirty (30) days after delivery of the initial written letter setting forth the particulars of the Dispute, either party may submit such Dispute to binding arbitration conducted pursuant to the provisions of this Agreement and the rules of the United Nations Commission on International Trade and Law ("UNCITRAL"), as hereinafter modified or supplemented, except to the extent such UNCITRAL rules are inconsistent with the provisions of this Agreement. Even though the arbitrator(s) must apply the UNCITRAL rules, the arbitration will not be conducted through the UNCITRAL. The parties agree that the following terms apply instead:

- **Selecting Arbitrator(s).** The case will be submitted to a single arbitrator who must be a retired judge or an attorney who has practiced business litigation or in the substantive area of law related to this Agreement for at least ten (10) years. Each party must submit a list of three (3) arbitrators to the other party within ten (10) days after the initiating party has delivered a written notice to the other party demanding arbitration of the Dispute. From the combined list, the parties will mutually agree on the arbitrator. Should the parties be unable to agree on the choice of an arbitrator within thirty (30) days after delivery of the written notice demanding arbitration, the arbitration will be conducted by a panel of three (3) arbitrators. Each party will choose one (1) arbitrator within ten (10) days after the expiration of the above thirty (30) day period and the two (2) arbitrators selected will choose a third arbitrator within five (5) days after their appointment.
- **Location/Costs.** The site of the arbitration will be in the metropolitan area of Minneapolis/St. Paul in the State of Minnesota or such other location as the parties may mutually agree. The exact location within such metropolitan area will be designated by the arbitrator(s). The non-prevailing party will pay all expenses of the arbitration proceeding, including the expenses and fees of the parties' witnesses and legal counsel and of the arbitrator(s), unless otherwise provided in the award.
- **Discovery/Governing Law/Interim Relief.** The arbitrator(s) will allow the parties to conduct limited discovery. In particular, each party will have the right to serve on the other party no more than twenty five (25) interrogatories, including all discrete subparts. The interrogatories must be answered, under oath, within thirty (30) days of service. Leave to serve additional interrogatories will be granted upon a showing of good cause. In addition, the parties may serve no more than twenty five (25) document requests and take up to ten (10) depositions. The place of the deposition will be the place of residence or the workplace of the deponent, unless otherwise agreed. The arbitration will be conducted in English. The governing law will be the laws of the State of Minnesota, without regard to conflicts-of-law rules. Either party may apply to any court having jurisdiction hereof seeking injunctive relief so as to maintain the status quo until such time as the arbitration award is rendered or the Dispute is otherwise resolved.

- **Final Award.** The arbitration award will be final and binding upon the parties and may be entered and enforced in any court having jurisdiction. The parties hereby submit to the personal jurisdiction of the federal courts located in the State of Minnesota, U.S.A. and consent to the entry of the arbitration award in such courts and in the appropriate courts located in any country where a party has its corporate headquarters.

Except as otherwise expressly provided in this Section, the arbitral award is the exclusive remedy of the parties for Disputes presented or pled to the arbitrators. The award will (i) be granted and paid in U.S. dollars exclusive of any tax, deduction, or offset; and (ii) include interest from the day the breach or other violation of this Agreement occurred until the award is fully paid, computed at the then-prevailing reference rate of Wells Fargo Bank, N.A., Minneapolis, Minnesota. Judgment upon the arbitral award may be entered in any court having jurisdiction thereof. Any additional costs, fees, or expenses incurred in enforcing the arbitral award will be charged against the party that resists its enforcement.

**24. Modification and Waiver.** Except as otherwise provided in Sections 1 and 10 of this Agreement, no purported amendment or modification of any provision hereof will be binding unless set forth in writing and signed by an officer of each party. No waiver of any provision hereof will be effective unless in writing and signed by an officer of the waiving party. Any waiver will be limited to the circumstance or event specifically referenced in the written waiver document and will not be deemed a waiver of any other term of this Agreement or of the same circumstance or event upon any recurrence thereof. The failure of either party to enforce any provision of this Agreement at any time will not be construed to be a waiver of such provision nor of the right of such party thereafter to enforce such provision.

**25. Validity.** If any provision of this Agreement is held to be invalid or unenforceable in any respect, the remaining terms and conditions of this Agreement will remain in full force and effect as if such invalid or unenforceable provision had not been included herein.

**26. Anti-Kickback Statute - Discounts.** It is the intent of Buyer and MEDIVATORS to comply with the Anti-Kickback Statute (42 U.S.C. §1320a-7b(b)) and the Discount Safe Harbor and Warranties Safe Harbor regulations set forth in 42 C.F.R. 1001.952(h) and (g), respectively. Buyer's price may constitute a 'discount or other reduction in price' under the Anti-Kickback Statute. MEDIVATORS will provide Buyer with invoices that fully and accurately disclose the discounted price of all Products purchased under this Agreement to allow Buyer to comply with this Section and the Discount Safe Harbor regulations, including sufficient information to enable it to accurately report its actual cost for all purchases of Products. Buyer acknowledges that, if applicable, it will fully and accurately report all discounts or other price reductions, including warranty items, in the costs claimed or charges made under any Federal or State healthcare program and provide information upon request to third party reimbursement programs, including Medicare and Medicaid. Buyer will be solely responsible for determining whether any savings or discount or warranty item it receives must be reported or passed on to payors.

**27. Audits.** Until the expiration of four (4) years after the furnishing of Products pursuant to this Agreement and in accordance with the provisions of Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. §1395x(v)(1)(I)), MEDIVATORS will make available to the Secretary of the Department of Health and Human Services (the "Secretary"), the Comptroller General of the United States (the "Comptroller General"), or any of their duly authorized representatives, upon request, this Agreement, and the books, documents, and records of MEDIVATORS that are necessary to certify the nature and extent of the costs of the Products furnished in connection with this Agreement. MEDIVATORS further agrees that if it carries out any of the duties of this Agreement through a subcontract, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization will make available to the Secretary, the Comptroller General, or any of their duly authorized representatives, upon request, the subcontract, and the books, documents, and records of such

subcontractor that are necessary to verify the nature and extent of the costs of the Products furnished in connection with such subcontract.

**28. Federal Program Participation.** MEDIVATORS represents and warrants that neither it nor any of its current directors, officers, or key personnel: (i) are currently excluded, debarred or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. §1320a-7b(f) (the "Federal Healthcare Programs"); (ii) have been convicted of a criminal offense related to the provision of healthcare items or services during the last five (5) years; or (iii) have been excluded, debarred or otherwise declared ineligible to participate during the last five (5) years in Federal Healthcare Programs. MEDIVATORS will notify Buyer of any change in the status of the representations and warranties set forth above.

**The following provisions are only applicable to Buyers who are distributors of MEDIVATORS:**

**29. Trademarks; Copyrights.** Buyer may use the "MEDIVATORS" name and MEDIVATORS product names solely for the purpose of accurately identifying the MEDIVATORS-branded Products that Buyer markets or sells. Buyer agrees that any such use will be in accordance with all guidelines provided by MEDIVATORS and Buyer agrees to change or correct, at its own expense, any label, material, or activity that MEDIVATORS decides is inaccurate, objectionable, or misleading, or constitutes, in MEDIVATORS sole discretion, a misuse of MEDIVATORS name, trademarks, service marks, logos, or copyrighted works. Buyer may not use the MEDIVATORS name or MEDIVATORS product names for any other purpose. Buyer may not register or use any domain name or business name containing, or confusingly similar to, any name or mark of MEDIVATORS. All brochures, advertising and marketing materials and other documents related to Products that are prepared or used by Buyer (other than those supplied by MEDIVATORS) must be approved in writing by MEDIVATORS prior to use.

**30. Traceability.** Buyer will create and maintain accurate records of all activities and events related to the Products to the extent necessary to ensure product traceability. The records will be constructed in such a manner that all significant activities or events will be traceable for a period of not less than two (2) years past the expiration date or two (2) years after the device has been taken out of service, whichever occurs first. Such records must be clear, readily available, and include the following: (i) each order received and accepted; (ii) the serial or lot number of the Product(s) and the address where Product(s) are delivered; (iii) the method of identifying the invoice issued to a customer; and (iv) each customer credit issued and the reason therefor.

**31. Customer Complaints.** Buyer will cooperate fully with MEDIVATORS in dealing with customer complaints concerning the Products and will take such action to resolve such complaints as deemed necessary or appropriate by Buyer or as may be otherwise reasonably requested by MEDIVATORS. Buyer agrees to report to MEDIVATORS any complaint regarding a Product of which Buyer becomes aware within five (5) working days of receiving the complaint or two (2) calendar days if a death or serious injury is involved. Buyer agrees to assist MEDIVATORS to facilitate the resolution of complaints. For purposes of this Agreement, a complaint can be the occurrence of any of the following: (i) receipt of any Product(s) quality claims, medical claims or complaints or other written claims or complaints; or (ii) receipt of any written communication from any applicable regulatory agency pertaining to a Product.

**32. Digital Files.** Buyer agrees that no digital literature files (whether low, medium, or high resolution) provided by MEDIVATORS to Buyer or any of Buyer's employees, representatives, contractors, or agents may be directly or indirectly modified or altered in any way, whether for promotion, marketing, sales, or other purposes, without first obtaining the express written approval of MEDIVATORS. Any modification or alteration made by Buyer without obtaining such approval will be deemed a breach of this Agreement.

**33. Foreign Corrupt Practices Act.** Buyer will comply with all applicable anti-corruption, anti-bribery, and anti-kickback laws, rules, and regulations, including, without limitation, (i) the United States Foreign Corrupt

Practices Act (15 U.S.C. §78dd-1, et seq.), and (ii) all international, national and local laws, rules, and regulations (e.g., UK Bribery Act) in any country where Buyer conducts business or in any country where performance of this Agreement or delivery of the Products will occur, including those enacted to comply with the Organization for Economic Co-operation and Development Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the United Nations Convention against Corruption, and the Inter-American Convention against Corruption.

**34. Assignment.** Buyer will not assign, delegate, or permit any other transfer of this Agreement (by stock sale, merger, or otherwise) without MEDIVATORS prior written consent. Buyer will not, without the prior written consent of MEDIVATORS, appoint any subdistributors in connection with the performance of this Agreement.

**35. Sales Representatives and Permitted Subdistributors.** Buyer agrees that all of its sales representatives and permitted subdistributors will be subject to the terms and conditions of this Agreement.